this particular case any evidence that the person doing the work could be overlooked and directed in regard to the manner of his doing the work. The Manager appears to have criticised the work when completed but never to have interfered while the work was being done.

The Manager does not appear to have had the right to dismiss any particular one of the sawyers. He had the right to terminate the services of all of them for bad work but not of any particular one. This appears to me to indicate a collective contract with a partnership and not individual personal contracts. It is also to be noted that the earnings were paid as a lump sum to Mr. Chan, not individually to each sawyer.

The facts of the case of *Vamplew & Ors.* v. *Parkgate Iron & Steel Company, Limited*[2] are somewhat similar to this. In that particular case a man was injured by an accident while doing work for manufacturers at their works. The question arose whether or not he was an independent contractor or their servant. Evidence was given by the deceased's brother of which the judge's note was as follows: "My brother worked there. He had a sub-contract. He worked breaking steel with a steel ball and breaking cinders with a stone, both of which belonged to the company. He was paid on tonnage of steel and cinders that he broke and cut. Part of his work was done in a place called 'the pits'. He would have occasion in the course of his work to go into 'the pits'. He had five men and two boys working under him." The County Court judge found that the deceased was an independent contractor. The judgment was upheld by the Court of Appeal. In delivering his judgment Sterling L.J. said: "I confess that I should have felt better satisfied, if there had been clearer evidence as to the exact nature of the relation between the deceased man and the respondents, but the burden lies on the appellants of shewing that the deceased man was a workman in the employment of the respondents within the meaning of the Act (i.e. Workmen's Compensation Act 1897)." In this particular case the sawyers have all stated that they are independent contractors. I do not consider that the prosecution has adduced sufficient facts to shew that the relationship between the Company and the sawyers was that of master and servant. I rely principally on the two facts, first that there was no general supervision, only apparently a right to reject bad work and secondly that there was no right to dismiss any individual sawyer.

I am not satisfied from the facts of this particular case that the sawyers were employed by the Company under a contract of service and therefore the appeal must be allowed, the conviction quashed, and the fine returned to the appellant.

Appeal allowed.

Solicitors: *Leong Yew Koh & Co.*

LEE AH HOONG v. HO SAY ENG

[A. C. J. (Ambrose J.) February 24, 1960]

[Singapore — District Court Appeal No. 45 of 1959]

Landlord and Tenant — Control of Rent Ordinance (Cap. 242), s.15(1)(a) and (2) — Contents of notice of demand under s.15(1)(a).

On true construction, section 15 (2) of the Control of Rent Ordinance does not require the notice of demand to state whether the person to whom the rent may be tendered is the landlord or not.

DISTRICT COURT APPEAL.

F. B. Oehlers for the appellant.

Respondent not represented.

Ambrose J.: The point for determination in this appeal was this: does section 15(2) of the Control of Rent Ordinance require the notice of demand under section 15(1)(a) to state whether the person to whom the rent lawfully due may be tendered by the tenant is the landlord or not? The learned District Judge held that it does. He further decided that the notice of demand in this action was not a proper demand as it did not comply with this requirement, and dismissed the claim for possession solely on that ground. Section 15(2) provides that for the purposes of section 15(1)(a):

> "a notice of demand shall give the name and address of the person, whether he is the landlord or not, to whom the rent lawfully due may be tendered by the tenant . . ."

In my opinion, the true construction of section 15(2) is this. It states that the notice of demand shall give the name and address of the person to whom the rent lawfully due may be tendered by the tenant. It provides that this requirement shall be complied with, whether the person to whom the rent may be tendered is the landlord or not. In my view, it does not require the notice of demand to state whether the person to whom the rent may be tendered is the landlord or not.

Apart from his opinion that the notice of demand was not a proper one, the District Judge considered it reasonable that an order for possession should be made in favour of the plaintiff. In the circumstances, I set aside his judgment and made an order requiring the defendant to give possession of the premises to the plaintiff on or before the 29th February, 1960.

Order accordingly.

Solicitors: *Oehlers & Co.*

PUBLIC PROSECUTOR v. KONG LING MEDICAL AID SERVICE & ANOR.

[A. Cr. J. (Smith J.) March 3, 1960]

[Ipoh — Criminal Appeal No. 67 of 1959]

Insurance — Securities with the Accountant-General — Default in depositing by company carrying on a life assurance business — Life Assurance Companies Ordinance, 1948, ss.4(1) and 28(1).

Contract — Policies of assurance upon human life — Prospectus and passbook — Whether prospectus mere advertisement puff.